

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

BETWEEN

(referred to as “the Insurer”)

And

(referred to as “the Insured”)

WHEREAS the Insured owns or operates motor vehicles some of which from time to time are used or operated in _____ :

AND WHEREAS in order to comply with the requirements of certain authorities in _____ , the Insurer has issued or filed on behalf of the Insured

(referred to as “the Certificate”)

AND WHEREAS while the Insured has represented that it will only use or operate certain specified motor vehicles in _____ , the issue or filing of the Certificate by the Insurer could result in the Insurer being called upon for payment of claims relating to other motor vehicles owned, used or operated by the Insured in _____ ; or to motor vehicles originally specified in the policy but for which the required liability insurance to operate on the roads in _____ has been deleted or with respect to coverage deleted from the policy;

The parties hereto, in consideration of the aforesaid issuance or filing, have agreed as follows:

1. The Insured agrees and warrants that the only motor vehicle(s) that it owns that will be used or operated in or into _____ will be:

(a) those motor vehicles that have required liability Insurance listed _____ ,

(b) any other motor vehicles of which the Insurer is subsequently advised and for which it agrees to accept the risk but only for the period subsequent to such acceptance.

2. In the event that the Insurer is called upon to make any payment of any sort, whether by way of claim, costs, interest, costs or expenses incurred by the Insurer or otherwise, arising out of the ownership of or the use or operation in _____ of a motor vehicle not so listed or accepted, or that has been withdrawn from coverage or arising out of any coverage which has been deleted from the policy, the Insured agrees to indemnify and hold the Insurer harmless from and against any and all such payments and shall make payments to the Insurer of all such amounts forthwith upon demand therefor.

Signed this _____ day of _____

Witness _____

Insured _____